

CARROLL COUNTY MARYLAND
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Department of Management
and Budget
Ted Zaleski, Director

July 15, 2019

The Honorable Patrick Rockinberg
Town of Mount Airy
110 S. Main Street
P. O. Box 50
Mount Airy, Maryland 21771-2802

Dear Mayor Rockinberg:

Enclosed is the Fiscal Year 2020 Town/County Agreement for the Town of Mount Airy.

The Town/County program distribution is also reduced in accordance with Section 4.G of the Memorandum of Agreement (MOA) dated October 23, 2014 between Carroll County and the incorporated municipalities for cost-sharing of the storm water mitigation projects and co-permittee responsibilities in complying with National Pollution Discharge Elimination System (NPDES) Municipal Separate Storm Sewer (MS4) requirements.

Please review, sign, witness, and return the Agreement to me at the above address. Upon receipt, I will have the Agreement executed by the County Commissioners and forward a copy to you.

Thank you for your cooperation in completing the annual Agreement, and should you have any questions, please do not hesitate to call my office.

Sincerely,

Ted Zaleski, Director

TZ/ed

c: Board of County Commissioners (w/o enclosure)
Mr. Timothy C. Burke, County Attorney (w/o enclosure)

MOUNT AIRY TOWN/COUNTY AGREEMENT

(For Fiscal Year 2019-2020 pertaining to sharing of funds and participation in planning and other governmental functions between Mount Airy and the County Commissioners of Carroll County.)

This Town/County Agreement made this ____ day of _____, 2019, between the Mayor and Council of Mount Airy and hereinafter referred to as "Mt. Airy" and the County Commissioners of Carroll County hereinafter referred to as "County".

WHEREAS, it is the intent that Mt. Airy and the County coordinate its planning and governmental functions in the interest of the citizens of Mt. Airy, Carroll County, and

WHEREAS, it is desirable that an equitable assignment of funds received by both parties be made in the interest of providing services to all citizens in the most efficient and effective manner.

NOW, THEREFORE, considering their joint and separate public responsibilities, Mt. Airy and the County do hereby establish and provide the following separate and joint actions:

SUBDIVISION, MASTER PLANS, ANNEXATION (Joint Review Responsibilities)

TOWN OF MT. AIRY

Copies of requests for subdivisions or site development of land, amendments to Master Plans, site plans, rezoning petitions, or petitions or plans for annexations, will be forwarded to the County for its information and comments. In the case of subdivision, copies of any required sketch plans may be forwarded to the County for review and comment but, in any event, a copy of the preliminary subdivision plan or any revised preliminary plan which has been received after approval of sketch plans shall be sent to the County within 45 days of its receipt. Upon final approval of a plan, a copy of that plan, record plat mylars, and paper prints or mylars of approved site plans shall be forwarded to the County for its records. Master Plans or revisions thereto shall be forwarded to the County following its initial review by the Town, but in no event later than 45 days prior to any scheduled public hearing. Annexation petitions shall be furnished the County at least 60 days before the public hearing regarding the annexation petition.

COUNTY

Upon receipt of requests for subdivision or site development within one (1) mile of the corporate limits of Mt. Airy, copies of the proposed preliminary plan will be forwarded within 30 days of its receipt to the Town for review and comment. On any new Master Plan or revision of Master Plan affecting any areas within one (1) mile of the Town corporate limits, copies will be forwarded to the Town at least forty-five (45) days prior to the hearing thereon. Copies of any rezoning petition for property adjacent to the Town corporate limits and notices of any hearing on the petition shall be furnished the Town at least forty-five (45) days prior to such hearing at which time the Town shall be given the opportunity to present any comments.

In addition to the provisions set forth in the previous paragraph, the County agrees to provide reasonable advance notice, which shall mean not less than forty-five (45) days, to Mt. Airy of any intent or proposal to rezone property, whether by means of Master Plan revision or Petition to rezone or otherwise, within a one (1) mile radius of the Mt. Airy Town limits, to include but not be limited to the area located South of the Town's limits which is South of Interstate 70 to the Carroll County border with Howard County (hereinafter "Area South of I-70"), to something other than its current zoning and to seek and obtain the opinions and advice of the Town's Mayor and Council in a public forum held within the geographic boundaries of the Town that would include invitation to and opportunity for public comment by the citizens of the Town and the residents of the area proposed to be rezoned, without cost to the Town or the residents of the area proposed to be rezoned.

REVIEW PROCESS

1. Mt. Airy and the County shall give each an official written notice of any meeting or hearing in which a preliminary subdivision plan or site plan is to be reviewed, or a Master Plan, annexation petition, or petition for rezoning is to be considered which is within the scope indicated herein.
2. At such meeting, Mt. Airy or the County shall be afforded the right to present its written comments as a first item of business.
3. Any comments received by Mt. Airy or the County shall be given due consideration in its final deliberations. Any decision pertaining to preliminary subdivision approval, annexation, or a master plan which may be contrary to comments or recommendations made by Mt. Airy or the County shall be considered tentative and shall include any reasons for actions taken.
4. All decisions shall be in writing and copies shall be forwarded within 30 days to Mt. Airy and the County of subdivision, site plan, Master Plans, zoning petitions, or annexation approval or disapproval.

APPEAL PROCESS

When Mt. Airy or the County shall have made a tentative decision which is not in accordance with the desire of the other, an opportunity shall be afforded for an official joint meeting to further discuss the concerns or recommendations previously made. The concerns or recommendations shall be documented in writing and evidence of any detrimental short or long term findings shall be a part of the written document. At such time as the evidence has been reviewed jointly by both parties, a decision shall be made by the jurisdiction which has the prime responsibility for approving the applications. The decision may be in the form of an approval, disapproval, or approval with conditions.

SERVICES AVAILABLE

Pursuant to separate memoranda of understanding, the County will make available animal control services, planning services, zoning services, building permits and inspections services, data processing services for tax and utility billing at the level as currently exists in unincorporated areas of the County without charge.

Prior to County providing any of the above services, the Town will have adopted, where required, an Ordinance or provisions similar to or the same as the County Ordinance which govern the service and Town and County Attorneys shall review it prior to the Town and County authorizing the service to be performed by the County under provisions of the Town Ordinance.

County shall collect building permit fees for all building permits issued within the Mt. Airy Town limits and on a quarterly basis shall remit to the Town of Mt. Airy ten percent (10%) of all fees collected, less ten percent (10%) of all refunds of building permit fees for building permits previously issued within the Mt. Airy Town limits.

FUNDING GRANTS AVAILABLE TO MT. AIRY

The County, upon the execution of this agreement, shall cause payment from its budget for Fiscal Year 2019-2020, a grant in the amount of \$192,730.00. Such grant in each case shall be payable within 60 days following July 1, 2019 and shall be in addition to such other funds which shall be legally due from the County or from the County acting as an agent for other State or Federal funds.

ROAD FUNDS

The payment to be made to Town by County, in lieu of State Roads Aid Program, pursuant to Carroll County Resolution No. 313-95, for FY 2019-2020, shall be \$4,968.00. Town agrees to accept these funds in lieu of distribution of the funds that would accrue under the STATE AID PROGRAM IN LIEU OF FEDERAL AID, SECONDARY.

NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES)

The Town and County are signatories to a Memorandum of Understanding (MOU) pertaining to NPDES State and Federal regulations, wherein the County agreed to provide extensive support services to the Town to assist the Towns in complying with these regulations. As consideration for County's provision of these support services, Town agreed in the MOU to pay to County the sum of \$19,034.00. It is understood and agreed that this sum of \$19,034.00 shall be deducted from Town's share of funds due under the terms of this Town/County Agreement.

The Town and County are signatories to a Memorandum of Agreement (MOA) for cost-sharing of stormwater mitigation projects and co-permittee responsibilities in complying with National Pollution Discharge Elimination System (NPDES) Municipal Separate Storm Sewer (MS4) requirements. The Town agreed in the MOA to pay the County the sum of \$82,168.00. It is understood that this sum will be deducted from the Town's share of funds.

COLLECTION OF TAXES

1. At no cost to Town, County agrees to collect all Town taxes, penalties and interest due and owing from Town residents. The applicable penalty and interest rate is set forth in the attached schedule.
2. County shall forward to Town all monies owed to Town from tax collections, penalties and interest by the tenth (10th) day of the month following collection during the eleven months of August through June. It is understood and agreed by the parties that no interest shall be paid by County to Town so long as said monies are forwarded to Town by the tenth (10th) day of the following month.
3. The parties agree that in July, County shall send the amount of all taxes, penalties and interest posted, rather than collected, by the tenth (10th) day of August. County shall provide its best estimate of the amount of taxes, penalties and interest collected in July, but not posted, and County shall pay to Town interest on these accounts at the County's average investment rate for that month.
4. County shall prepare and submit to Town a written monthly report delineating the amounts collected.
5. It is understood and agreed that the Town may continue to offer tax discounts to its citizens.
6. Town agrees to hold County harmless for any and all claims for damages resulting from County's collection of taxes, penalties and interest for Town.
7. Town shall provide to County a certificate delineating all taxes, charges, fees, penalties and interest properly due to Town before County will certify any property transfers made within the limits of Towns.

PROCEDURES

Included as a part of this agreement are procedures to be generally followed in conforming to the requirements set forth herein. The procedures are general and may be modified from time to time upon the mutual understanding of two parties.

This agreement shall become effective upon its adoption by Mt. Airy and the County and shall terminate on June 30, 2020.

Witness

For Mayor and Council of Mount Airy


COUNTY COMMISSIONERS OF
CARROLL COUNTY

Shawn D. Reese, Clerk

Stephen A. Wantz
President

Edward C. Rothstein (COL Ret.)
1st Vice President

C. Richard Weaver
2nd Vice President



Approved for Legal Sufficiency.
Timothy C. Burke, County Attorney

FY 20 Collection of Town Taxes

Municipality	Tax Rate	Discount	Penalty and Interest
Hampstead	0.22	0%	2%
Manchester	0.216	0%	1-1/6%
Mount Airy	0.1662	2%	1-1/6%
New Windsor	0.2615	0%	1-1/6%
Sykesville	0.35	2%	1-1/2%
Taneytown	0.37	0%	2%
Union Bridge	0.35	0%	1-1/6%
Westminster	0.56	0%	1-1/6%